

Term Contract No. 765D

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	765D	Utility Cranes, Truck Mounted
Effective Dates	January 01, 2009 through December 31, 2012	
Bid Number	200901261	
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Last Updated	*December 17, 2009	

1. General Information

This contract is intended to cover the State's normal requirements for Utility Cranes, Truck Mounted for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT:

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Scope of Contract

The intent of this contract to establish a statewide term contract for utility cranes, truck mounted installed by the end users. However, there is pricing indicated herein for the vendor to install on end user site and/or for vendor to install on vendor site.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Minimum Orders

This contract will be for a minimum order of one unit for any single order.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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All ordering agencies are urged to call the contractor for a complete listing of tractor features prior to placing their order.

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Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 765D.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. When the item to be ordered has been located complete the requisition and issue the purchase order.

7. Delivery

The contractor(s) will complete delivery within 30 days after receipt of purchase order

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is one unit or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information

Make:	Auto Crane	Model: 3203PRX-15	
Price for end user installation:	\$ 6,985.00/each	Percent increase for vendor to install on end user site-unit price +10%	Percent increase for vendor to install on vendor site-unit price +8

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Federal ID	Contact, Phone, Fax
Lee Transport Equipment Inc.	PO Box 26, Columbia, SC 803-799-7860 call vendor for Federal ID number	Brian Blake- 877.799.7860 bblake@leetransport.net

Bidder warrants that equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). During the warranty period the State shall not incur any cost associated for transport of equipment needing repair. In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14 Additional Information

A) **QUALITY ACCEPTANCE INSPECTION:** Upon delivery of the item(s), as called for herein, the end user may request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4510.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

B) STANDARD EQUIPMENT

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

C) **TRAINING:** Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery. .

15)GENERAL SPECIFICATIONS

NOTE: PRIOR TO PLACING ORDER, USER SHOULD CONFIRM SPECIFICATIONS WITH THE CONTRACTOR.

GENERAL:

This bid requirements covers a service truck mounted utility crane, hydraulically operated by remote control. The equipment shall be new and in current production. All equipment and/or accessories listed as standard items in the manufacturer's literature shall be included with the equipment. The unit shall be complete and delivered with all necessary hoses, piping or tubing, hydraulic gear pump, control valves and all other items necessary for complete operation. The unit shall be designed for 12 volt DC power supply operation. All electrical hardware and components including electrical cables and control switches shall be furnished. The NCDOT and NON-DOT users will be responsible for mounting and installation on 15,000 and 17,500 GVW trucks. The vendor shall be ready to assist or advise on mounting if required by the State. However, the option is available to have the vendor install on end user site or at vendors facility.

- a. Crane shall have a minimum capacity of 10,000 ft/lbs
- b. Lifting capacity of 3,200 lbs @ 3 ft. from center of base
- c. Crane shall have a remote control pendant with minimum of 17 feet in length.
- d.
- e.
- f. Crane boom shall have elevation from -5 degree to +75 degree
- g. Crane shall have a 360 degree power rotations without any backlash
- h. Unit shall have a gear pump driven by a 12 volts DC electric motor for power elevation
- i. Boom shall have a counter balance valve in the event of hose failure
- j. Boom shall extend hydraulically up to 11 feet, with extra 4 ft manual extension. Total reach shall be minimum 15 feet.
- k. Boom shall have a boom support bracket furnished to hold the boom in a horizontal towed position while in transit
- l. Hoist motor shall be 12 volts DC, minimum 1.9 HP, air cooled with sealed bearing
- m. Motor shall be mounted at a base or pedestal on or beside crane boom, with permanent fixed ground circuit grounding.
- n. Crane shall be equipped with minimum of 62 ft. of 7/32 inch diameter, craft quality cable with 5600 pound, breaking strength.
- o. The crane shall be equipped with a load sensor for overloads protection. Shut down should be for hoist up, boom down and boom extended.
- p. Each crane should come with 2 detachable jack legs compatible with crane offered. Should be 20 inch long with a swivel base type.
- q. Weight of crane should not exceed 700 Lbs.

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- r. Crane complies with ANSI B30.5 safety standard, and OSHA 29, part 1910.180 regulation for “Locomotives & truck cranes”.
- s. Crane comes with a service meter

Contract Addenda
